

2007-006784

Klamath County, Oregon



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04/12/2007 11:07:41 AM

Fee: \$21.00

RECORDATION REQUESTED BY:

Sterling Savings Bank  
Merrill  
206 E Front St  
Merrill, OR 97633

WHEN RECORDED MAIL TO:

Sterling Savings Bank  
Loan Support  
PO Box 2224  
Spokane, WA 99210

ATE: 6756

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated April 10, 2007, is made and executed between between JOHN L MILES JR and TERESA M MILES, not as tenants in common, but with rights of suvivorship ("Grantor") and Sterling Savings Bank, whose address is Merrill, 206 E Front St, Merrill, OR 97633 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated January 10, 2007 (the "Deed of Trust") which has been recorded in KLAMATH County, State of Oregon, as follows:

RECORDED JANUARY 12, 2007 UNDER KLAMATH COUNTY AUDITOR'S FILE #2007-00649.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in KLAMATH County, State of Oregon:

THE FOLLOWING DESCRIBED REAL PROPERTY IN THE COUNTY OF KLAMATH AND STATE OF OREGON: LOTS 7 AND 8 IN BLOCK 13, STEWART, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS, COVENANTS, OIL, GAS OR MINERAL RIGHTS OF RECORD, IF ANY.

The Real Property or its address is commonly known as 3107 CORTEZ ST, KLAMATH FALLS, OR 97601. The Real Property tax identification number is R535914.

MODIFICATION. Lender and Grantor hereby modify the Deed of Trust as follows:

TERMS OF THE NOTE ARE HEREBY AMENDED AS FOLLOWS: NOTE DATED APRIL 10, 2007 IN THE PRINCIPAL AMOUNT OF \$70,000.00 WITH A MATURITY DATE OF APRIL 15, 2017.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED APRIL 10, 2007.

GRANTOR:

X [Signature]  
JOHN L MILES JR

X [Signature]  
TERESA M MILES

LENDER:

STERLING SAVINGS BANK

X [Signature]  
Authorized Officer

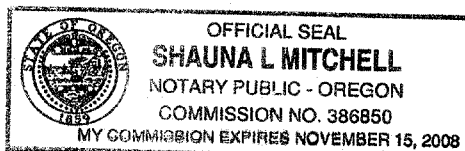
This document is being recorded as an accommodation only. No information contained herein has been verified.  
Aspen Title & Escrow, Inc.

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon

COUNTY OF Klamath

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On this day before me, the undersigned Notary Public, personally appeared JOHN L MILES JR and TERESA M MILES, to me known to be the individuals described in and who executed the Modification of Deed of Trust, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 10th day of April, 2007.

By Shauna L Mitchell

Residing at 2100 Nahlia

Notary Public in and for the State of Oregon

My commission expires 11-15-08

#21-A